

United States
Circuit Court of Appeals

For the Ninth Circuit.

A. R. TITLOW, as Receiver of the UNITED
STATES NATIONAL BANK OF CEN-
TRALIA, WASHINGTON,

Appellant,

vs.

JOHN E. SUNDQUIST, WALTER GUSTAFSON
and IZELLA J. SMITH,

Appellees.

Transcript of Record.

Upon Appeal from the United States District Court
for the Western District of Washington,
Southern Division.

Filed

OCT 6 - 1915

F. D. Monckton,

Clerk.

United States
Circuit Court of Appeals

For the Ninth Circuit.

A. R. TITLOW, as Receiver of the UNITED
STATES NATIONAL BANK OF CEN-
TRALIA, WASHINGTON,

Appellant,

vs.

JOHN E. SUNDQUIST, WALTER GUSTAFSON
and IZELLA J. SMITH,

Appellees.

Transcript of Record.

Upon Appeal from the United States District Court
for the Western District of Washington,
Southern Division.

INDEX TO THE PRINTED TRANSCRIPT OF RECORD.

[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur. Title heads inserted by the Clerk are enclosed within brackets.]

	Page
Answer of Clinton A. Snowden, Receiver, United States National Bank of Centralia, Lewis County, Washington	8
Assignment of Errors.....	36
Attorneys Names and Addresses of.....	1
Certificate of Acting Comptroller of the Cur- rency Directing Appeal.....	35
Certificate of Clerk U. S. District Court to Transcript of Record.....	39
Citation on Appeal (Original).....	41
Complaint	4
Decree	31
EXHIBITS:	
Plaintiff's Exhibit "A"—Receipt of U. S. Na- tional Bank to Plaintiff.....	21
Plaintiff's Exhibit "B"—Notice.....	27
Defendant's Exhibit No. 1—Certificate of De- posit	22
Defendant's Exhibit No. 2—Certificate of De- posit	23
Defendant's Exhibit No. 4—Certificate of De- posit	24

Index.	Page
Names and Addresses of Attorneys.....	1
Notice of Filing Defendant Receiver's Proposed Statement of Evidence.....	18
Order Allowing Appeal.....	38
Order Approving Statement of Evidence.....	30
Order Extending Time to File Record on Appeal and Docket Case.....	43
Order of Substitution of Party Defendant.....	14
Order Substituting Clinton A. Snowden in Place of Francis A. Chapman as Receiver of U. S. National Bank of Centralia.....	14
Petition for Appeal.....	37
Praeipce of the Defendant Receiver for Record	1
Reply to Answer of Clinton A. Snowden, Re- ceiver	15
Return on Service of Writ.....	3
Return on Service of Writ.....	19
Return on Service of Writ.....	40
Statement of Testimony Proposed by Defend- ant A. R. Titlow, Receiver of the United States National Bank of Centralia.....	20
Stipulation (as to this Suit Being One in Equity)	34
Stipulation for Substitution of Parties Defend- ant and Attorneys for Defendant.....	17
Stipulation for Substitution of a Party Defend- ant	12
TESTIMONY ON BEHALF OF PLAIN- TIF:	
SUNDQUIST, JOHN E.....	20

Index.

Page

TESTIMONY ON BEHALF OF DEFEND-
ANT:

GILCHRIST, C. S..... 28

TESTIMONY ON BEHALF OF CLAIMANT:

GUSTAFSON, WALTER 24 .

SMITH, IZELLA J..... 26

Names and Addresses of the Attorneys.

B. A. CROWL, Esquire, Bank of California Bldg.,
Tacoma, Washington,

Solicitor for the Appellee John E. Lund-
quist.

HARRY L. PARR, Esquire, Olympia, Washington,
and THOMAS N. VANCE, Esquire, Olympia,
Washington,

Solicitors for the Appellee Izella J. Smith,
FREDERICK BAUSMAN, Esquire, ROBERT P.
OLDHAM, Esquire, and ROBERT C. GOOD-
ALE, Esquire, #1408-16 Hoge Building,
Seattle, Washington,

Solicitors for the Appellant. [1*]

[Title of Court and Cause.]

Praecept of the Defendant Receiver for Record.

To Frank L. Crosby, Clerk of said Court:

Kindly prepare, certify and transmit to the Clerk of the Circuit Court of Appeals for the Ninth Circuit, at San Francisco, a typewritten transcript of the record upon appeal in the above-entitled cause, containing the following portions of the record in the above-entitled cause, to wit (omitting all captions, endorsements, verifications, etc., excepting file-marks).

1. Complaint.
2. Answer of Clinton A. Snowden, Receiver, to the Complaint.

*Page-number appearing at foot of page of certified Transcript of Record.

3. Reply, to Answer of Clinton A. Snowden, Receiver.
4. Stipulation for Substitution of Clinton A. Snowden for Francis A. Chapman as Party Defendant.
5. Order Allowing such Substitution.
6. Stipulation for Substitution of A. R. Titlow as Party Defendant in Place of Clinton A. Snowden and Order Allowing Same.
7. Stipulation as to This Cause Being One in Equity.
 - (a) Stipulation Signed by Bausman, Oldham & Goodale, and by B. A. Crowl.
 - (b) Stipulation Signed by Bausman, Oldham & Goodale and Messrs. Vance & Parr.
8. Decree.
9. Petition for Appeal.
10. Assignment of Errors.
11. Order Allowing Appeal.
12. Citation.
13. Statement of Evidence, and Order Approving Same.
14. Praecept of the Defendant, Receiver for Record on Appeal.
15. Certificate from Comptroller of Currency Directing Appeal. [2]
16. Notice of filing Defendants' Proposed Statement of Testimony.
17. Proof of Service Upon Walter Gustafson of
 - (a) Citation,

(b) Notice of Filing Proposed Statement
ment of Evidence,

(c) Praecept of the Defendant Receiver
for Record on Appeal.

Dated August 2, 1915.

BAUSMAN, OLDHAM & GOODALE,
Attorneys for Defendant, A. R. Titlow, Receiver of
the United States National Bank of Centralia.

Copy of the within praecipe received and service
acknowledged this 2d day of August, 1915.

B. A. CROWL,
Attorneys for Plaintiff.

Copy of the within praecipe received and service
acknowledged this 3 day of August, 1915.

HARRY L. PARR,
Attorneys for Izella J. Smith.

[Endorsed]: Filed in the U. S. District Court,
Western Dist. of Washington, Southern Division.
Aug. 11, 1915. Frank L. Crosby, Clerk. By F. M.
Harshberger, Deputy. [3]

Return on Service of Writ.

United States of America,
Western District of Washington,—ss.

I hereby certify and return that I served the an-
nexed Praecept of Defendant Receiver for record on
the therein named Walter Gustafson, by handing to
and leaving a true and correct copy thereof with
Walter Gustafson, personally at Rochester, Wash.,

in said District, on the 3d day of August, A. D. 1915.

JOHN M. BOYLE,

U. S. Marshal.

By John T. Secrist,

Deputy.

Marshal's Fees: \$2.00 [4]

*In the United States District Court for the Western
District of Washington, Southern Division.*

No. 1693.

JOHN E. SUNDQUIST,

Plaintiff,

vs.

FRANCIS A. CHAPMAN, Receiver of the United
States National Bank of Centralia, WALTER
GUSTAFSON, and IZELLA J. SMITH,
Defendants.

Complaint.

Comes now the above-named plaintiff, John E. Sundquist, and complains of the above-named defendants, and alleges and says:

I.

That at all times hereinafter mentioned the United States National Bank of Centralia was a national bank organized and existing under the laws of the United States, with its principal place of business at the city of Centralia, county of Lewis, State of Washington.

II.

That shortly prior to the 21st day of September, 1914, said United States National Bank became and

was insolvent, and that on said 21st day of September, 1914, the defendant, Francis A. Chapman, was duly appointed Receiver of said United States National Bank, by the Controller of the Currency of the United States, and now is and ever since has been in full possession and control of all the assets and affairs of said bank.

III.

That on or about the 31st day of August, 1914, the plaintiff, John E. Sundquist, who is a resident of said District and [5] Division of said Court, deposited in the said United States National Bank of Centralia the sum of Twelve Hundred and Ninety-six (\$1296.00) Dollars, in lawful money of the United States, and that at the time of making the said deposit it was agreed by and between said plaintiff and said bank that the said sum of money should be applied by said bank in payment of a certain mortgage and promissory note, and interest thereon, said mortgage being for the principal sum of Twelve Hundred (\$1200.00) Dollars, and the remaining sum of Ninety-six (\$96.00) Dollars being for accrued interest thereon, said mortgage and note being executed by the defendant, Walter Gustafson, payable to the order of the defendant, Izella J. Smith, and at said time held and owned by said defendant Izella J. Smith. It was further expressly agreed between the plaintiff and said parties that said sum of Twelve Hundred and Ninety-six (\$1296.00) Dollars should be paid to the said Izella J. Smith in satisfaction of said mortgage and discharge of said debt, and that the said money should not be used by said bank for

any other purpose whatever. That at said time, to wit: on the 31st day of August, 1914, the said bank made, executed and delivered to the plaintiff the following writing, in words and figures to wit:

Centralia, Wash., 190—.

Received from John E. Sundquist Twelve Hundred Ninety six \$ Dollars a/c Mortgage Walter Gustafson to Izella J. Smith \$1200.00 & Int. 96.00.

\$1296.00

C. S. GILCHRIST, V. P.

IV.

That the said United States National Bank of Centralia failed, neglected and refused to pay the said money, or any part thereof, to the said Izella J. Smith, and retained the said money and wrongfully held the same and the whole thereof, until the said bank became insolvent on or about said 21st day of September, 1914. [6]

V.

That the said defendant, Francis A. Chapman, Receiver of said United States National Bank of Centralia, is now in possession and full control, as heretofore alleged, of all the funds and assets of said bank and also of said sum of Twelve Hundred and Ninety-six (\$1296.00) Dollars deposited therein by the plaintiff; that prior to the commencement of this action the plaintiff demanded of said defendant, Francis A. Chapman, as Receiver as aforesaid, the payment to him and return of said sum of Twelve Hundred and Ninety-six (\$1296.00) Dollars, and that said Receiver refused and still refuses to pay to plaintiff said sum of money, or any part thereof, and that there is now due and owing to the said plaintiff

from said Receiver the said sum of Twelve Hundred and Ninety-six (\$1296.00) Dollars, together with interest thereon from said 31st day of August, 1914.

VI.

That each and all of defendants herein are residents of the State of Washington, and of said District and Division of this Court.

VII.

That the defendants, Walter Gustafson and Izella J. Smith claim some right to or interest in the said sum of money, but plaintiff alleges that such claim is junior and inferior to his right thereto, and that he is entitled to the whole thereof.

WHEREFORE, plaintiff prays:

1st. That he be given judgment against the said defendant, Francis A. Chapman, as Receiver of said United States National Bank of Centralia, for the sum of Twelve Hundred and Ninety-six (\$1296.00) Dollars, together with interest thereon from August 31st, 1914, at the rate of six per cent, and for his costs and [7] disbursements herein, and that it be adjudged and decreed by the Court that the plaintiff is entitled to the said money, free and clear of any claim or interest of any of the defendants.

2d. For all other and further relief that the Court may deem just and equitable.

B. A. CROWL,

Attorney for Plaintiff.

Office & P. O. Address: Suite 406, Bank of California Building, Tacoma, Washington.

(Verification.)

(Filed Nov. 14, 1914.) [8]

Answer of Clinton A. Snowden, Receiver United States National Bank of Centralia, Lewis County, Washington.

Comes now Clinton A. Snowden, Receiver of the United States National Bank of Centralia, Lewis County, Washington, and for answer to the complaint of plaintiff herein alleges and says:—

I.

That as to the allegations and statements made in paragraph or subdivision II of said complaint he admits that on the 21st day of September, 1914, Francis A. Chapman was duly appointed Receiver of said United States National Bank by the Comptroller of the Currency of the United States, and that he, the said Clinton A. Snowden, is now in full possession and control of the assets and affairs of said bank, but denied that prior to the 21st day of September, 1914, the said bank was insolvent.

II.

As to paragraph or subdivision III thereof he denies that he has any knowledge or sufficient information to form a belief as to the residence of said John E. Sundquist, and he denies absolutely that on the 31st day of August, 1914, the said John E. Sundquist deposited in said United States National Bank of Centralia the sum of \$1296.00, or any other sum whatsoever, in lawful money of the United States or any other form of money, or made any deposit of money in said bank at all, and denies that it was at that time on said 31st day of August or at any other time agreed between said plaintiff, John E. Sundquist,

and said bank, that said sum of money should be applied by said bank in the payment of a certain mortgage and [9] promissory note and interest thereon, the principal note being for \$1200.00 and the claim of interest for \$96.00, and denies that said bank made any contract at all concerning the same, and as to the allegation of the ownership of the note and mortgage by the said codefendant, Izella J. Smith, this defendant denies that he has any knowledge or sufficient information to form a belief as to the same, therefore he denies that he had any knowledge concerning the same.

As to the purported writing set forth in said paragraph or subdivision of the complaint this defendant denies that he has any knowledge or sufficient information to form a belief, therefore he denies the allegation, and this defendant denies each and every other allegation in said paragraph or subdivision contained.

And now further answering the said paragraph or subdivision of said complaint this defendant alleges that on the 31st day of August, 1914, the said plaintiff had 3 certificates of deposit with said United States National Bank of Centralia which had been of long standing prior to said date. That on or about said date he came to said bank and asked that the said certificates of deposit which he had at that time, which amounted to \$3000.00 in all, be changed, one to be made out for the sum of \$1296.00 payable to Izella J. Smith, and the balance of said \$2000.00 was taken partly in cash as this defendant is informed and believes and other *certificates deposit*

sufficient to consume the balance or \$704.00.

III.

As to paragraph or subdivision IV of said complaint this defendant denies each and every allegation therein contained, [10] and further answering said paragraph or subdivision of said complaint alleges the fact to be that it received, as hereinbefore alleged, no money from said plaintiff, John E. Sundquist, on the 31st day of August, 1914, or at any other time since said time, for the purposes therein mentioned and set forth, but alleges the fact to be as hereinbefore alleged concerning the certificates of deposit and the reissuance as hereinbefore alleged.

IV.

As to paragraph or subdivision V thereof this defendant says, that he admits that he is in full possession and control of the assets and funds of said bank, but denies that he has the \$1296.00 mentioned in said paragraph or subdivision of the complaint or that there was any such sum deposited as therein alleged, and he admits that the demand was made upon his predecessor, Francis A. Chapman, for the payment of \$1296.00 and that said predecessor refused to pay the same or any part thereof, and denies that there is anything due to said plaintiff as in said paragraph or subdivision alleged, but alleges the fact to be that said John E. Sundquist, the plaintiff herein, as a creditor of said United States National Bank and upon presentation of the proper claim he will have his claim allowed as a general creditor of said bank.

V.

As to paragraph or subdivision VII thereof this defendant denies that he has any knowledge or sufficient information to form a belief as to the allegation therein contained, therefore he denies each and every allegation therein contained.

WHEREFORE, this defendant prays that said plaintiff may take nothing by this his said action; that his action be dismissed [11] and that this defendant have judgment against said plaintiff for his costs and disbursements herein and for all other and further relief that the Court may deem just in the cause.

This defendant further prays that the plaintiff be required to bring in by process, if he has not already had served, his codefendants Izella J. Smith and Walter Gustafson, that all the rights of all the parties may be finally and completely adjudicated in this action and all the rights finally determined herein, and that he may not proceed further until said parties are brought in by the proper process in this action.

A. R. TITLOW,

Attorney for Defendant Clinton A. Snowden, Receiver of the United States National Bank of Centralia, Washington.

(Verification.)

[Endorsed]: Filed in the U. S. District Court, Western Dist. of Washington, Southern Division. Dec. 22, 1914. Frank L. Crosby, Clerk. By F. M. Harshberger, Deputy [12]

Stipulation for Substitution of a Party Defendant.

It is hereby stipulated by and between B. A. Crowl, attorney for the plaintiff herein, and A. R. Titlow, attorney for Clinton A. Snowden, Receiver of the United States National Bank of Centralia, that heretofore, to wit, on the 21st day of September, 1914, the above-named defendant, Francis A. Chapman, was duly appointed by the Comptroller of the Currency of the United States Receiver of the United States National Bank of Centralia, Lewis County, Washington, which was a corporation organized under the banking laws of the United States with its principal place of business and headquarters at Centralia, Lewis County, Washington; that on said 31st day of September, 1914, said bank became and was insolvent and said Francis A. Chapman duly qualified, became and was the duly appointed, qualified and acting Receiver of said United States National Bank, in possession of all its assets, properties, monies, etc., with the power to liquidate the same and to settle up its affairs of depositors and creditors, and was such up until the 14th day of November, 1914, on which date said Francis A. Chapman as such Receiver resigned such office, position and representative capacity and thereafter, to wit, on the 16th day of November, 1914, Clinton A. Snowden, was, by the Comptroller of the Currency of the United States, duly appointed Receiver for said Bank, and in the place and stead and is a successor of said Francis A. Chapman, and that the said Clinton A. Snowden is now the duly appointed, qualified and act-

ing Receiver of said United States National Bank and in possession of all its monies, properties and assets with full power to collect and [13] liquidate the same and pay off the depositors and creditors of said Bank and wind up its affairs. That said Chapman ceased to be Receiver of said Bank on said 14th day of November, 1914, and that said Clinton A. Snowden ever since said 16th day of November, 1914, has been such Receiver; and

It is hereby further stipulated that this Honorable Court shall make its order substituting as defendant in said cause said Clinton A. Snowden Receiver in the place and stead of said Francis A. Chapman, and that the name of said Francis A. Chapman be dropped from the title of this cause and be no further considered in this action.

Dated this 3d day of December, 1914.

B. A. CROWL,

Attorney for Plaintiff.

A. R. TITLOW,

Attorney for Clinton A. Snowden, Receiver of the
United States National Bank of Centralia, Lewis
County, Washington.

[Endorsed]: Filed in the U. S. District Court
Western Dist. of Washington, Southern Division.
Dec. 4, 1914. Frank L. Crosby, Clerk. By E. C.
Ellington, Deputy. [14]

(Order Substituting Clinton A. Snowden in Place of Francis A. Chapman as Receiver of U. S. National Bank of Centralia.)

This cause coming on for hearing on the application of the plaintiff by his attorney, B. A. Crowl, and Clinton A. Snowden, Receiver of the United States National Bank of Centralia, by his attorney, A. R. Titlow, to substitute the name of Clinton A. Snowden in the place and stead of Francis A. Chapman as Receiver of the United States National Bank of Centralia, and it appearing to the Court that said parties have stipulated for said substitution and that the said Francis A. Chapman resigned from said position as Receiver of the said United States National Bank of Centralia on the 14th day of November, 1914, and that thereafter Clinton A. Snowden was appointed as such Receiver and has succeeded to all the rights, duties and powers of said Francis A. Chapman as such Receiver; and it further appearing that the said Clinton A. Snowden now is the duly appointed, qualified and acting Receiver of the United States National Bank of Centralia, Washington, and in possession of all the monies, properties and assets of such corporation or entitled to the possession of the same, with full power to liquidate said assets and to settle and adjust with the creditors and depositors of said bank, it is, therefore,

Hereby Ordered and Adjudged that the said Francis A. Chapman be and is hereby dismissed and dropped from said cause, and that the said Clinton

A. Snowden be and is hereby substituted in the place and stead of said Francis A. Chapman, and that this cause shall proceed now henceforth against said Clinton A. Snowden, Receiver of said United States National Bank of Centralia, in the place and stead of Francis A. Chapman. [15]

Done in open court this 5th day of December, A. D. 1914.

EDWARD E. CUSHMAN,
Judge of said Court.

[Endorsed]: Filed in the U. S. District Court, Western Dist. of Washington, Southern Division. Dec. 5, 1914. Frank L. Crosby, Clerk. By F. M. Harshberger, Deputy. [16]

Reply to Answer of Clinton A. Snowden, Receiver.

Comes now John E. Sundquist, plaintiff, in above-entitled action, and for reply to the answer of defendant, Clinton A. Snowden, Receiver of the United States National Bank of Centralia, alleges and says:

I.

Replying to paragraph two of said answer, plaintiff denies that on the 31st day of August, 1914, or at any other time, he authorized, directed or requested the said United States National Bank of Centralia to make out or issue a certificate of deposit in the name of, or payable to Isella J. Smith for the sum of \$1,296.00 or any other amount; and further replying to said paragraph two, plaintiff alleges that on said 31st day of August, 1914, as alleged in plaintiff's complaint herein, plaintiff deposited in said

bank the sum of \$1,296.00 under the express agreement that the same should be applied in payment of a certain note and mortgage for the principal sum of \$1,200.00, made and executed by the defendant, Walter Gustafson, payable to the order of the defendant, Isella J. Smith; that on the 4th day of September, 1914, the said bank in writing, notified the said defendant, Izella J. Smith, that the said sum of money had been so deposited for said purpose, and requested her to forward direct to said bank the said note and a proper release of said mortgage; that in compliance with said request the defendant, Izella J. Smith, did promptly forward to said bank the said note properly endorsed, together with a proper release of the said mortgage, which said note and release were duly received by the said United States National Bank of Centralia long prior to the [17] time said bank discontinued business on account of insolvency.

And further replying to said paragraph two of said answer, plaintiff alleges that the bank, with intent to defraud the plaintiff and the defendant, Izella J. Smith, wrongfully and feloniously withheld from plaintiff and refused to deliver to him the said note and release of said mortgage, and also withheld from and refused to deliver to the defendant, Izella J. Smith, the said sum of \$1,296.00, or any part thereof, and wrongfully and feloniously held and represented the same to be assets of said bank, and plaintiff further alleges that the said note, release of mortgage, and said sum of \$1,296.00 in money, are now in the possession and under the control of

the defendant Clinton A. Snowden, as receiver of said bank.

WHEREFORE, plaintiff asks judgment as prayed for in his complaint herein.

B. A. CROWL,
Attorney for Plaintiff.

(Verification.)

[Endorsed]: Filed in the U. S. District Court, Western Dist. of Washington, Southern Division. Feb. 11, 1915. Frank L. Crosby, Clerk. By F. M. Harshberger, Deputy. [18]

**Stipulation for Substitution of Parties Defendant
and Attorneys for Defendant.**

It appearing that Clinton A. Snowden has resigned from the receivership of the United States National Bank of Centralia, and that A. R. Titlow, formerly attorney for the receiver, has been duly appointed by the Comptroller of the Currency receiver of the United States National Bank of Centralia, it is stipulated between the parties hereto that A. R. Titlow, as Receiver of the United States National Bank of Centralia, be and he is hereby substituted as a party defendant in this cause in the place and stead of Clinton A. Snowden, and that Bausman, Oldham & Goodale are substituted for A. R. Titlow as the attorneys for the receiver and for the bank.

Dated this 13th day of April, 1915.

B. A. CROWL,

Attorneys for Plaintiff.

FREDK. BAUSMAN,

R. P. OLDHAM, and

R. C. GOODALE,

Attorneys for the Receiver and for the United States
National Bank.

It is so ordered.

Done in open court this 22 day of April, 1915.

JEREMIAH NETERER,

Judge.

[Endorsed]: Filed in the U. S. District Court,
Western District of Washington, Southern Division.
Apr. 23, 1915. Frank L. Crosby, Clerk. By F. M.
Harshberger, Deputy. [19]

[Title of Court and Cause.]

**Notice of Filing Defendant Receiver's Proposed
Statement of Evidence.**

To John E. Sundquist, Plaintiff, B. A. Crowl, His
Attorney: Izella J. Smith, Defendant, and
Messrs. Vance & Parr, Her Attorneys, and
Walter Gustafson, Defendant.

You and each of you will please take notice that
we have on this 2d day of August, 1915, lodged in
the office of the clerk of the above-named court for
your examination the statement of the evidence here-
in proposed by the defendant A. R. Titlow, Receiver
of the United States National Bank to be included
in the record on appeal in this cause.

AND YOU WILL PLEASE TAKE NOTICE that on the 16th day of August, 1915, at 10 o'clock A. M. at the courthouse of the above-named court in Tacoma, Washington, we will ask the court or Judge to approve the statement hereinbefore mentioned, a copy of which is herewith served upon you.

BAUSMAN, OLDHAM & GOODALE,
Solicitors for the defendant, A. R. Titlow, Receiver
of the United States National Bank of Cen-
tralia.

We hereby admit service of the above notice and acknowledge the receipt of a copy of defendant's proposed statement of evidence, this 2d day of August, 1915.

B. A. CROWL,
Solicitors for Complainant.

We hereby admit service of the above notice and acknowledge the receipt of a copy of defendant's proposed statement of evidence this 3d day of August, 1915.

HARRY L. PARR,
Solicitors for Defendant, Izella J. Smith. [20]

[Endorsed]: Filed in the U. S. District Court, Western Dist. of Washington, Southern Division. Aug. 11, 1915. Frank L. Crosby, Clerk. By F. M. Harshberger, Deputy. [21]

Return on Service of Writ.

United States of America,
Western District of Washington,—ss.

I hereby certify and return that I served the annexed Notice of Filing Proposed Statement of Evi-

dence on the therein named Walter Gustafson, by handing to and leaving a true and correct copy thereof with Walter Gustafson, personally, at Rochester, in said District, on the 3d day of August, A. D. 1915.

JOHN M. BOYLE,

U. S. Marshal.

By John T. Secrist,

Deputy.

Marshal's Fees, \$2.00. [22]

[Title of Court and Cause.]

Statement of Testimony Proposed by Defendant A. R. Titlow, Receiver of the United States National Bank of Centralia.

FREDERICK BAUSMAN, R. P. OLDHAM and R. C. GOODALE, Attorneys for A. R. Titlow, as Receiver of the United States National Bank of Centralia.

[Testimony of John E. Sundquist, on Behalf of Plaintiff.]

JOHN E. SUNDQUIST, the plaintiff, was called as a witness in his own behalf and testified as follows:

That he resided at Centralia and resided there in August, 1914; that he had met the defendant Izella J. Smith; that he had Three Thousand Dollars (\$3,000.00) deposited in the United States National Bank of Centralia, for which he had been issued three certificates of deposit of One Thousand (\$1,000.00) each; that on August 31, 1914, he went to the bank with Walter Gustafson to pay a note

secured by mortgage for Twelve Hundred Dollars (\$1200.00) principal, with Ninety-six (\$96.00) interest which Gustafson owed to Miss Smith.

“That at that time he cashed two of the certificates, receiving Six Hundred Four (\$604.00) Dollars in cash and a receipt for Twelve Hundred Ninety-six (\$1296.00.) Dollars to pay off the note and mortgage held by Izella J. Smith. Counsel for complainant then handed the witness a receipt which the witness identified as the receipt for \$1296.00 referred to. It was then offered and admitted in evidence and marked “Plaintiff’s Exhibit A.”

The Receipt reads as follows:— [23]

Plaintiff’s Exhibit “A”—Receipt of U. S. National Bank to Plaintiff.

“Centralia, Wash., 190—.

Received from John E. Sundquist Twelve Hundred ninety-six Dollars A/c Mortgage Walter Gustafson to Izella J. Smith \$1200.00 & Int. 96.00

C. S. GILCHRIST, V. P.

\$1296.00”

It was admitted by counsel for the defendants that C. S. Gilchrist was the vice-president and manager of the bank.

Plaintiff further testified that both he and Walter Gustafson went to the bank a few times afterwards and asked about the note; that the note and mortgage never were delivered to him or to Gustafson and were never cancelled; that the bank did not pay the mortgage off; that he never got back the \$1296.00.

Counsel for complainant here stated, in response to a question from the Court, that there was nothing in

the pleadings to show that the mortgage and note were payable at any particular place.

The witness further testified that Mr. Gilchrist said that the note and mortgage were going to be paid off right away, as quick as the bank got the mortgage.

On cross-examination the witness testified that he had on August 31, 1914, and for a good while prior thereto, Three Thousand Dollars (\$3,000.00) on deposit with the United States National Bank in the form of certificates of deposit—three certificates for One Thousand Dollars (\$1,000.00) each.

Counsel for the receiver here handed the witness two certificates which were identified by the witness as two of the three certificates for \$1,000.00 each. These two cancelled certificates were offered in evidence and marked Defendant's [24] Exhibits Nos. 1 and 2. A copy of them is as follows:

Defendant's Exhibit No. 1—Certificate of Deposit.

THE UNITED STATES NATIONAL BANK.

Centralia, Wash., July 6-1914, No 5776.

JNO. E. SUNDQUIST has deposited in this Bank One Thousand Dollars, (\$1000.00) Payable to the order of Self—on return of this certificate properly endorsed, with interest, at the rate of 3 or 4 per centum per annum if the same be left undisturbed for 6 or 12 months from date. Interest ceases at the

expiration of 12 months.

ROSS W. DAUBNEY,
U. S. NATIONAL BANK. G Cashier.
Not subject to Check.

(Endorsed) :

“The United States National Bank,
Centralia, Wash.

PAID

Aug 31 1914.”

JNO. E. SUNDQUIST.”

Defendant's Exhibit No. 2—Certificate of Deposit.

THE UNITED STATES NATIONAL BANK.

Centralia, Wash. July 6/1914 No. 5775.

JNO. E. SUNDQUIST has deposited in this Bank One Thousand Dollars \$1000.00 Payable to the order of Self—on return of this certificate properly endorsed, with interest, at the rate of 3 or 4 per centum per annum if the same be left undisturbed for 6 to 12 months from date. Interest ceases at the expiration of 12 months.

ROSS W. DAUBNEY,
U. S. National Bank G Cashier.
Not subject to check.

(Endorsed]: “THE UNITED STATES NATIONAL BANK, Centralia, Wash. PAID Aug. 31, 1914.”

JNO. E. SUNDQUIST. [25]

The witness further testified that he had filed a proof of claim with the receiver for Eleven Hundred Dollars (1100.00). That on August 31st I took up the two \$1,000.00 certificates and took another certificate for \$100.00 and got Six Hundred Four Dol-

lars in cash and another certificate of \$1,296.00 for Izella J. Smith, making a total sum of \$3,000.00, including the other \$1,000.00 certificate. The certificate for \$1,296.00 in favor of Izella J. Smith was to be left with the bank on deposit for her; that he instructed Mr. Gilchrist to issue this certificate and hold it for Izella J. Smith; that he had never seen the certificate for \$1,296.00 to Izella J. Smith until the day of the trial, and had never had it in his possession.

This certificate was then admitted in evidence and marked Defendant's Exhibit No. 4, copy of which is as follows:

Defendant's Exhibit No. 4—Certificate of Deposit.

THE UNITED STATES NATIONAL BANK.

Centralia, Wash. Aug 31, 1914. No. 12215

Izella J. Smith has deposited in this Bank Twelve Hundred Ninety-six Dollars, \$1296.00 payable to the order of herself—on return of this certificate properly indorsed.

U. S. National Bank.

J. W. DAUBNEY, Cashier.

Not subject to check.

(In pencil) from Walter Gustafson.

Counsel for plaintiff excepted to its introduction in evidence and exceptions allowed.

[Testimony of Walter Gustafson, for Complainant.]

WALTER GUSTAFSON was produced as a witness on behalf of the complainant and testified that he was the defendant Walter Gustafson; that he was present on or about August 31st at the transaction

(Testimony of John E. Sundquist.)

with the bank which Mr. Sundquist had just testified to; that he came in and saw Mr. Gilchrist; that he [26] wanted to pay off the mortgage to Mrs. Smith of Olympia; that he asked Mr. Gilchrist, "Can I send it from this bank and she can draw the money at the Olympia Bank"? That Mr. Gilchrist replied, "Yes, if we release the mortgage in a proper way she would receive the money"; that Complainant's Exhibit "A" was the receipt which he got that day; that Mr. Charlie Gilchrist wrote it; that the certificate which is Defendant's Exhibit No. 4 for \$1296.00, payable to the order of Izella J. Smith, and not delivered to the witness at that time; that he was indebted to Izella J. Smith at that time in the sum of Twelve Hundred Dollars (\$1200.00).

On cross-examination, the witness testified that he had never seen exhibits No. 1 and 2 before; that Mr. Sundquist didn't take any money down to deposit it in the bank that day; that he already had money there on deposit to the amount of Three Thousand Dollars; that he had three certificates of One Thousand Dollars each; that he took two of them and cancelled them and got one for \$1296.00 for Izella J. Smith; that the bank gave Mr. Sundquist another certificate of deposit for \$100.00 and also gave him \$604.00 in cash; that the witness had never seen the certificate for \$100.00 or the other certificate for \$1000.00 before; that Mr. Sundquist at that time did not tell Mr. Gilchrist to hold that certificate of deposit for Mrs. Smith; that the witness said to Mr. Gilchrist that he wanted to pay off the mortgage and

(Testimony of John E. Sundquist.)

asked Mr. Gilchrist if they could send the money, \$1296.00, through the bank down to the Olympia bank; that Mr. Gilchrist said when she released the mortgage off the property she could get her money; that the witness said, "this man is going to furnish the money," referring to Mr. Sundquist; that Mr. Gilchrist gave Mr. Sundquist \$604.00 in cash and \$1296.00 on a certificate of deposit, and took another \$100.00 certificate of deposit that there was cash to [27] be sent to pay off the mortgage; that the money was deposited for a special purpose to pay off the mortgage which was to be paid off as soon as Miss Smith sent the mortgage; that Mr. Sundquist didn't take any money down there and put it into the bank that day.

On redirect examination the witness testified that he had never seen the certificate of deposit marked as Exhibit No. 4 before.

On being recalled for further examination the witness testified that he was a defendant in this case and had not put in any answer; that he did not claim any interest in the money against his father-in-law, Mr. Sundquist; that it was Mr. Sundquist's money.

[Testimony of Izella J. Smith, for Complainant.]

IZELLA J. SMITH was called as a witness on behalf of the complainant and testified that she was one of the defendants; that at the time of this transaction the defendant Walter Gustafson was indebted to her in the principal sum of Twelve Hundred Dollars (\$1200.00) and Ninety-six Dollars (\$96.00) interest; that she received notice from the United

States National Bank in writing that money was there to pay that; that she received it through the mail at Olympia.

Counsel for complainant here offered the notice in evidence after proper identification by the witness and it was admitted over the defendant receiver's objection on the ground that the letter was not competent evidence, marked Plaintiff's Exhibit B and reads as follows:

Plaintiff's Exhibit "B"—Notice.

"No. 8736.

THE UNITED STATES NATIONAL BANK

Capital Stock \$100,000.00.

Chas. Gilchrist, Pres.

C. S. Gilchrist, V. Pres. [28]

Geo. Dysart, V. Pres.

J. W. Daubney, Cashier.

Ross W. Daubney, Asst. Cashier.

H. F. Gilchrist, Asst. Cashier.

Centralia, Wash.

September Fourth, Nineteen Fourteen.

Izella J. Smith,

Olympia, Wash.

Dear Madam:

Mr. Walter Gustafson of Rochester has deposited \$1296.00 with us to pay a certain note and mortgage held by you. We would ask that you forward the same direct to us with a proper release and we will be pleased to be of service in effecting settlement.

Very truly yours,

C. S. GILCHRIST,

Vice-President.

The witness further testified that upon the receipt of this notice she went to the Olympia National Bank where she was a depositor and asked them if they would attend to the matter for her; that she sent the note and the release of the mortgage through the Olympia National Bank; that she had never received any money; that the note and release had never been returned to her; that she had sent a satisfaction along with the mortgage.

It was here admitted by counsel for the receiver that Mr. Gilchrist had signed the latter and the receipt.

On cross-examination the witness testified that she had filed an answer in the case; that she claimed no interest in the fund in controversy; that the Centralia Bank had never acted for her in the transaction; that she never had anything to do with them and never authorized them to do anything for her. The plaintiff then rested. [29]

[Testimony of C. S. Gilchrist, on Behalf of the Defendant Receiver.]

C. S. GILCHRIST was called as a witness on behalf of the defendant receiver and testified that he was the vice-president of the United States National Bank of Centralia and was familiar with the transactions in this matter; that Mr. Sundquist had on deposit with the bank some \$3000.00 as evidenced by three certificates of deposit of \$1000.00 each; that on August 31st Mr. Sundquist with his son-in-law Gustafson came to the bank and presented two certificates for \$1000.00 each and asked that the bank pay him \$604.00 in cash and execute a new certifi-

(Testimony of C. S. Gilchrist.)

cate for \$100.00 and stated that there was a note and mortgage executed by his son-in-law Gustafson to Miss Smith at Olympia amounting to \$1296.00 principal and interest. That the witness supposed at the time from the conversation that took place that the mortgage was payable at Centralia; that plaintiff said to them that he wanted to deposit this \$1,296.00 for Miss Smith until such time as the note and mortgage were sent over there with the proper release and that this was done; that the witness then executed the receipt which had been offered in evidence showing that that was a deposit of the \$1,296.00 in question; that the certificate of deposit for \$1,296.00 in favor of Miss Smith was made out immediately by the cashier of the bank at the direction of the witness; that Mr. Sundquist did not on the 31st day of August or at any time thereafter deposit any money in the United States National Bank and brought none in on that day; that all he did was to change the form of credit—change the two certificates to this \$1,296.00 certificate of deposit, \$100.00 certificate of deposit and take \$604.00 in cash.

On cross-examination the witness testified that certificates of deposit were frequently paid by cancellation and renewal; that he didn't know that these particular ones were renewed. [30] That he did not give the certificate of deposit of Izella J. Smith to Mr. Sundquist; that he did give him the receipt for \$1,296.00 marked Plaintiff's Exhibit "A"; that the deposit for \$1,296.00 was made by Gustafson, or rather by Sundquist, in the manner which he had tes-

tified; that he wrote the letter marked Plaintiff's Exhibit "B" to Miss Smith and that the money was there for that purpose.

On redirect examination the witness testified that no additional money was brought there; that the money transfer was made as directed by Mr. Sundquist and Mr. Gustafson together; that when he spoke of the money being left he meant that the money credit was there which she could draw at any time; that there was no money paid in by plaintiff that day—that it was simply a transfer of evidence of credit; that there was that amount of money in the bank at that time and up to the time it closed.

On recross-examination the witness testified that there was between Twenty Thousand and Thirty Thousand Dollars in the bank, as he remembered it in cash when the bank closed; that it was his understanding that the note and mortgage together with the certificate of deposit for \$1,296.00 were still in the bank.

[Endorsed]: Filed in the U. S. District Court, Western Dist. of Washington, Southern Division. Aug. 2, 1915. Frank L. Crosby, Clerk. By E. C. Ellington, Deputy. [30½]

[Title of Court and Cause.]

Order Approving Statement of Evidence.

This matter regularly came on for hearing at ten A. M., August 16, 1915, pursuant to notice duly served by the defendant receiver upon all other parties hereto more than ten days before that date. At that time the parties being represented by their re-

spective counsel in open court, it was duly continued by the Court to August 23, 1915, at ten A. M.

Now, on this last-named date, I, Edward E. Cushman, Judge of the above-entitled court, and the judge before whom the above case was tried, do hereby certify, the plaintiff and the defendant being represented by their respective counsel in open court, that the foregoing is a true and complete statement of all the evidence essential to the decision of the case, presented by the appeal of the defendant receiver from the judgment entered herein in favor of the plaintiff. That the foregoing statement is true, complete and properly prepared, and I do hereby approve the same as the statement of the evidence in said matter for the purpose of said appeal, and do hereby order that the same become a part of the record for the purpose of the appeal.

EDWARD E. CUSHMAN,

Judge. [31]

[Endorsed]: Filed in the U. S. District Court, Western Dist. of Washington, Southern Division, Aug. 23, 1915. Frank L. Crosby, Clerk. By F. M. Harshberger, Deputy. [32]

Decree.

This cause came on regularly for hearing upon the issues presented by the pleadings, on the 9th day of February, 1915, the plaintiff appearing in person and by his attorney, B. A. Cowl, the defendant, Clinton A. Snowden, Receiver of the United States National Bank of Centralia, appearing by his at-

torney, A. R. Titlow, and the defendant, Izella J. Smith, appearing in person and by her attorney, Harry L. Parr, and the defendant, Walter Gustafson, appearing in person, and the said defendants, Izella J. Smith and Walter Gustafson, having in open court disclaimed and waived any and all interest in the money alleged by plaintiff to be a special deposit in the hands of said Receiver, and the Court having heard the evidence introduced by the plaintiff and the defendant, Clinton A. Snowden, as Receiver of said United States National Bank of Centralia, and having duly considered the same together with the pleadings, records and files herein, and having heard and considered the arguments of respective counsel, and it appearing to the Court, that on or about the 31st day of August, 1914, the plaintiff, John E. Sundquist, deposited in said United States National Bank of Centralia, Washington, the sum of \$1,296.00 in lawful money of the United States under an express contract and agreement with said bank that said sum of money should be by said bank applied in payment of a certain promissory note and mortgage, said note and mortgage being for the principal sum of \$1,200.00, and the remaining sum of \$96.00 being for interest thereon, said note and mortgage being made and executed by the said defendant, Walter Gustafson, payable to the order of the defendant, Izella J. Smith, and at said time owned and held by said defendant, Izella J. Smith, and that at said time it was [33] agreed by and between the plaintiff and said bank that said \$1,296.00 should be paid to said defendant, Izella J.

Smith, in satisfaction of said mortgage and discharge of said debt and not for any other purpose; that said bank failed and neglected to pay said money, or any part thereof, to said Izella J. Smith, and retained and held the same and the whole thereof until said bank became insolvent on or about the 21st day of September, 1914, at which time Francis A. Chapman was appointed Receiver of said bank and as such Receiver obtained possession and control of all of the property and assets of said bank, including said sum of \$1,296.00 deposited by the plaintiff; that thereafter, the defendant Clinton A. Snowden succeeded the said Francis A. Chapman as Receiver of said bank, and came into possession, and is now in possession of all of said property and assets, including said sum of \$1,296.00 deposited by the plaintiff; and it further appearing to the Court that the said deposit of \$1,296.00 made by the plaintiff was, and is, a special deposit and trust fund in said bank and in the hands and possession of said Receiver, and that the plaintiff is entitled to the same;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the plaintiff, John E. Sundquist, do have and recover of and from the defendant, Clinton A. Snowden, Receiver of the United States National Bank of Centralia, the sum of \$1,296.00 in lawful money of the United States, together with plaintiff's costs and disbursements herein taxed at \$51.15;

IT IS FURTHER ORDERED, that the said defendant, Clinton A. Snowden, Receiver of the said United States National Bank of Centralia, be, and

he is hereby ordered and directed to forthwith pay to the said plaintiff, John E. Sundquist, the [34] said sum of \$1,296.00, together with plaintiff's costs and disbursements herein, out of the funds now in his hands as Receiver of the said bank.

Done in open court this 15th day of February, A. D. 1915.

EDWARD E. CUSHMAN,
Judge.

Deft. excepts. Exception allowed.

EDWARD E. CUSHMAN,
Judge.

[Endorsed]: Service by receipt of copy of within hereby acknowledged this 11th day of February, 1915.

A. R. TITLOW,
Attorney for Defendant, Clinton A. Snowden.

Filed in the U. S. District Court, Western Dist. of Washington, Southern Division. Feb. 15, 1915. Frank L. Crosby, Clerk. By F. M. Harshberger, Deputy. [35]

Stipulation (as to this Suit Being One in Equity).

It is hereby stipulated by and between the parties hereto that the above-entitled cause is a suit in equity, that it was so begun and has been so regarded by both plaintiff and defendants throughout the course of the litigation, and was tried as such, and that it may be regarded as an equity cause for purposes of appeal.

Dated this 29th day of March, 1915.

B. A. CROWL,
Solicitor for Plaintiff.
FREDK. BAUSMAN,
R. P. OLDHAM and
R. C. GOODALE,

Solicitors for Receiver and United States National
Bank of Centralia.

[Endorsed]: Filed in the U. S. District Court,
Western Dist. of Washington, Southern Division.
Apr. 23, 1915. Frank L. Crosby, Clerk. By F. M.
Harshberger, Deputy. [36]

[Title of Court and Cause.]

**Certificate (of Acting Comptroller of the Currency)
Directing Appeal.**

To A. R. Titlow, Receiver of the United States Na-
tional Bank of Centralia:

You are hereby directed to appeal to the Circuit
Court of Appeals for the Ninth Circuit from the
judgment of the District Court for the Western Dis-
trict of Washington, Southern Division, entered in
the above-entitled cause on February 15th, 1915.

Witness the Honorable THOMAS P. KANE,
Acting Comptroller of the Currency, this —— day of
August, 1915.

T. P. KANE,
Acting Comptroller of the Currency.

[Endorsed]: Filed in the U. S. District Court,
Western Dist. of Washington, Southern Division.

Aug. 16, 1915. Frank L. Crosby, Clerk. By E. C. Ellington, Deputy. [37]

[Title of Court and Cause.]

Assignment of Errors.

Now on this 2d day of August, 1915, comes the defendant, A. R. Titlow, Receiver of the United States National Bank of Centralia, substituted for Clinton A. Snowden as such receiver and defendant herein, by his solicitors, Frederick Bausman, R. P. Oldham and R. C. Goodale, and says that the decree entered in the above cause on the 15th day of February, 1915, is erroneous and unjust to him:

I.

Because the plaintiff has no interest in the subject matter of this litigation, the alleged rights which he is attempting to assert belonging, if to any one, to the defendant Izella J. Smith.

II.

Because the District Court erred in finding and adjudging that the change of the form of credit from a certification of deposit in favor of the plaintiff to a certificate in favor of the defendant Izella J. Smith without the deposit of any actual money was a sufficient basis for the assertion of a preferred claim against the assets of the bank in the hands of the defendant receiver.

III.

Because the District Court erred in ordering and directing the receiver of the United States National Bank to forthwith pay to the plaintiff the sum of

\$1,296.00 together with plaintiff's costs and disbursements out of the funds then in his hands as receiver of the United States National Bank. [38]

IV.

Because the District Court erred in rendering a decree in favor of the plaintiff which decree is contrary to the testimony and against the law because the equity of the case entitled the defendant receiver of the United States National Bank to a decree of dismissal.

WHEREFORE the defendant A. R. Titlow, Receiver of the United States National Bank of Centralia prays that the decree be reversed and the District Court directed to dismiss the bill and for such other relief as the defendant receiver is entitled to in equity.

FREDERICK BAUSMAN,
R. P. OLDHAM,
R. C. GOODALE,

Solicitors for Defendant A. R. Titlow as Receiver of
the United States National Bank of Centralia.

[Endorsed]: Filed in the U. S. District Court,
Western Dist. of Washington, Southern Division.
Aug. 2, 1915. Frank L. Crosby, Clerk. By E. C.
Ellington, Deputy. [39]

[Title of Court and Cause.]

Petition for Appeal.

Comes now A. R. Titlow, Receiver of the United States National Bank of Centralia, substituted for Clinton A. Snowdon as such Receiver, and defendant

herein, feeling himself aggrieved by the final decree entered in the above-entitled court and cause on the 15th day of February, 1915, does hereby appeal from said decree to the United States Circuit Court of Appeals for the Ninth Circuit for the reasons specified in the assignment of errors which is filed herewith and prays that this appeal may be allowed, and that a transcript of the record, proceedings and papers, upon which said decree was based duly authenticated may be sent to the United States Circuit Court of Appeals for the Ninth Circuit, sitting in San Francisco, California.

BAUSMAN, OLDHAM & GOODALE,
Attorneys for Petitioner.

[Endorsed]: Filed in the U. S. District Court, Western Dist. of Washington. Aug. 2, 1915. Frank L. Crosby, Clerk. By E. C. Ellington, Deputy. [40]

[Title of Court and Cause.]

Order Allowing Appeal.

The above-named defendant A. R. Titlow, Receiver of the United States National Bank of Centralia, having heretofore filed his assignment of errors and petition for appeal from the final decree herein, and it appearing that the defendant has been directed by the Comptroller of the Currency of the United States of America to take such appeal; now, therefore, it is hereby

ORDERED that the petition for appeal be granted and the appeal is hereby allowed.

Dated this 2d day of August, 1915.

EDWARD E. CUSHMAN,
Judge.

[Endorsed]: Filed in the U. S. District Court,
Western Dist. of Washington, Southern Division.
Aug. 2, 1915. Frank L. Crosby, Clerk. By E. C.
Ellington, Deputy. [41]

**[Certificate of Clerk U. S. District Court to
Transcript of Record.]**

United States of America,
Western District of Washington,—ss.

I, Frank L. Crosby, Clerk of the United States District Court for the Western District of Washington, do hereby certify and return, that the foregoing pages numbered from 1 to 41 inclusive, contain a full, true and correct transcript of the record and proceedings in the case of John E. Sundquist vs. A. R. Titlow, Receiver of the United States National Bank of Centralia, Walter Gustafson and Izella J. Smith, No. 1693, lately pending in this court, as required by the praecipe of counsel filed in said cause, as the originals thereof appear on file in this court at the City of Tacoma, in the District aforesaid.

I further certify and return that I hereto attach and herewith transmit the original Citation, and original Order extending time for record on appeal.

I further certify that the following is a full, true and correct statement of all expenses, costs, fees and charges incurred and paid in my office, by and on behalf of the appellant herein, for making the rec-

ord, certificate and return to the United States Circuit Court of Appeals, for the Ninth Circuit, in the above-entitled cause, to wit:

Clerks fees (Sec. 828 R. S. U. S.) for making
 record, certificate and return, 83 folios @
 15¢ ea.....\$12.45
 Certificate of Clerk to transcript, 3 fo. @ 15¢
45
 Seal to said Certificate..... .20

ATTEST my hand and the seal of the United States District Court for the Western District of Washington, at Tacoma, [42] this 1st day of September, A. D. 1915.

[Seal]

FRANK L. CROSBY,
 Clerk.

By E. C. Ellington,
 Deputy Clerk, [43]

Return on Service of Writ.

United States of America,
 Western District of Washington,—ss.

I hereby certify and return that I served the annexed Citation on the therein named Walter Gustafson, by handing to and leaving a true and correct copy thereof with Walter Gustafson, personally at Rochester, Washington, in said District on the 3d day of August, A. D. 1915.

JOHN M. BOYLE,
 U. S. Marshal.

By John T. Secrist,
 Deputy.

Marshal's Fees, \$7.30. [44]

*In the District Court of the United States for the
Western District of Washington, Southern Di-
vision.*

IN EQUITY—No. —.

JOHN E. SUNDQUIST,

Plaintiff,

vs.

A. R. TITLOW, Receiver of the United States Na-
tional Bank of Centralia, WALTER GUS-
TAFSON and IZELLA J. SMITH,

Defendants.

Citation on Appeal—(Original).

United States of America to John E. Sundquist,
Complainant, and Walter Gustafson and Izella
J. Smith, Defendants, Greeting:

You are hereby notified that in the above-entitled proceeding had in the United States District Court for the Western District of Washington, Southern Division, an appeal has been allowed to the defendant A. R. Titlow as Receiver of the United States National Bank of Centralia to the United States Circuit Court of Appeals for the Ninth Circuit from the final decree entered in said cause, and you are therefore hereby cited and admonished to be and appear in the United States Circuit Court of Appeals for the Ninth Circuit at the City of San Francisco, in the State of California, within thirty days from the date of this citation, to show cause, if any there be, why the said final decree appealed from should not

be corrected and speedy justice done the parties in that behalf.

WITNESS the Honorable EDWARD DOUGLASS WHITE, Chief Justice of the United States this 2d day of August, A. D. 1915.

[Seal]

EDWARD E. CUSHMAN,

Judge. [45]

Due service of the foregoing citation admitted this 2d day of August, 1915.

B. A. CROWL,

Solicitor for Plaintiff John E. Sundquist.

Due service of the foregoing citation admitted this 3d day of August, 1915.

HARRY L. PARR,

Solicitor for Defendant Izella J. Smith.

[Endorsed]: In Equity. No. ——. In the District Court of the United States for the Western District of Washington, Southern Division. John E. Sundquist, Plaintiff, vs. A. R. Titlow, Receiver of the United States National Bank of Centralia, Walter Gustafson and Izella J. Smith, Defendants. Citation. Filed in the U. S. District Court, Western Dist. of Washington, Southern Division. Aug. 11, 1915. Frank L. Crosby, Clerk. By F. M. Harshberger, Deputy.

**[Order Extending Time to File Record on Appeal
and Docket Case.]**

*United States Circuit Court of Appeals, for the
Ninth Circuit.*

No. 1693.

A. R. TITLOW, as Receiver for the United States
National Bank of Centralia,

Appellant,

vs.

JOHN E. SUNDQUIST, WALTER GUSTAFSON
and ISELLA J. SMITH,

Respondents.

Now, on this 23d day of August, 1915, upon motion
of Bausman, Oldham & Goodale, attorneys for the
defendant and appellant, A. R. Titlow, Receiver of
the United States National Bank of Centralia, and
for good cause shown, it is

ORDERED that the time within which the appel-
lant is required to file the record on appeal herein
and docket the case with the clerk of the above-named
court at San Francisco, California, be and it is here-
by enlarged to and including the 1st day of October,
1915.

EDWARD E. CUSHMAN,
District Judge.

O. K.—B. A. CROWL,
Atty. for Plff. [46]

[Endorsed]: #1693. United States Circuit Court
of Appeals for the Ninth Circuit. A. R. Titlow, Re-
ceiver, Appellant, vs. John E. Sundquist et al., Re-

spondents. Order Extending Time for Filing Record. Filed in the U. S. District Court, Western Dist. of Washington, Southern Division. Aug. 28, 1915. Frank L. Crosby, Clerk. By F. M. Harshberger, Deputy.

[Endorsed]: No. 2652. United States Circuit Court of Appeals for the Ninth Circuit. A. R. Titlow, as Receiver of the United States National Bank of Centralia, Washington, Appellant, vs. John E. Sundquist, Walter Gustafson and Izella J. Smith, Appellees. Transcript of Record. Upon Appeal from the United States District Court for the Western District of Washington, Southern Division.

Filed September 15, 1915.

F. D. MONCKTON,
Clerk of the United States Circuit Court of Appeals
for the Ninth Circuit.

By Paul P. O'Brien,
Deputy Clerk.